

A G R E E M E N T

Between

Englewood City of
THE CITY OF ENGLEWOOD

and

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.,
LOCAL NO. 216, OF THE CITY OF
ENGLEWOOD

X January 1, 1986 through December 31, 1989

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AGREEMENT, made this day of ,
1986, between the CITY OF ENGLEWOOD, a municipal corporation
located in Bergen County, New Jersey (hereinafter called the
"City"), and NEW JERSEY STATE POLICEMEN'S BENEVOLENT
ASSOCIATION, INC., LOCAL NO. 216, OF THE CITY OF ENGLEWOOD, a
corporation of the State of New Jersey under and by virtue of
Title 15 of the Revised Statutes of New Jersey (hereinafter
called the "Association").

W I T N E S S E T H :

WHEREAS, the City and the Association have reached
agreement with respect to issues of salaries, wages, hours of
work, equitable and peaceful procedure for the resolution of
differences and other terms and conditions of employment,
which agreement they wish to reduce to writing as required by
law,

NOW, THEREFORE, it is in consideration of the
following mutual covenants, agreed:

ARTICLE I - RECOGNITION

1.1 This Agreement pertains to the terms and conditions
of employment of all members of the regular police force of
the City with the exception of those members who hold the
rank of Deputy Chief.

1.2 The Association is recognized as the sole
collective bargaining agency for all employees described
above in the bargaining unit, (hereinafter called "Members").

ARTICLE II - UNION SECURITY - AGENCY SHOP

2.1 The City agrees to deduct from those Members of the
bargaining unit who are not Members of the PBA an amount of
money equal to eighty-five (85%) percent of dues and
assessments of PBA Members and turn over to the PBA all such
monies deducted from those Members of the bargaining unit.

ARTICLE III - UNION ACTIVITY

3.1 Time off with pay shall be granted the president and PBA delegate of the Association in order that they may attend one (1) State and one (1) County PBA meeting monthly, as follows:

(a) For the monthly State PBA meetings, the President and Delegate shall receive time off with pay, if scheduled to work the day tour (7:00 A.M. - 3:00 P.M.) or evening tour (3:00 P.M. - 11:00 P.M.) on the day of the meeting. Further, if scheduled for the preceding midnight tour (11:00 P.M. - 7:00 A.M.), the President/Delegate shall also receive time off with pay. The officer shall notify the Department in writing at least forty-eight (48) hours before the meetings so that coverage may be arranged.

(b) For the monthly County meetings, the President and Delegate shall receive time off with pay, if scheduled, for actual time spent to attend the meeting. In addition, time off with pay shall be provided two (2) hours before and after the meeting if the President/Delegate is scheduled to work. The officer shall notify the Department in writing at least forty-eight (48) hours before the meeting that Union time off is needed so that coverage may be arranged. The notification must include the scheduled starting time of the meeting. Upon return from the meeting, the officer shall indicate, in writing, the time that the meeting ended.

(c) Committee meetings shall be treated in accordance with paragraph "(a)" hereof.

3.2 (a) Time off with pay shall be granted to the PBA delegate of the Association and to two (2) alternate delegates in order that they may attend one (1) County, one (1) State and one (1) International Convention per year.

(b) The City is obligated, if the Union so requests, to provide up to three (3) members Union release time tours per calendar day for the duration of the State PBA major and mini conventions.

3.3 Members who are on duty during meetings of the PBA who hold the offices of president, state delegate, secretary, financial secretary and treasurer shall be excused from duty while such meetings are in progress. However, no more than two (2) such Members on duty on the same shift may be excused from duty.

3.4 The State Delegate shall be excused from duty to attend all committee meetings of the New Jersey State PBA, but no more than six (6) times in one (1) year.

3.5 The six (6) Members of the PBA negotiating team or their alternate will be permitted time necessary to attend collective bargaining sessions with the City not to exceed three (3) on duty Members.

3.6 Not more than two (2) Members of the PBA will be permitted time necessary to attend grievance meetings with the City.

3.7 The PBA President shall be granted up to twelve (12) days annually for the President's use in attendance to PBA business. Each of said days shall be one (1) full day off from scheduled duty with full compensation. The PBA President shall advise his/her tour supervisor in advance when possible.

ARTICLE IV - GRIEVANCE PROCEDURE

4.1 When a Member of the PBA has a grievance against the City limited to the Agreement, it shall be processed in accordance with the Grievance Procedure as follows:

4.2 STEP 1: A Member having a grievance shall present it orally either himself or with the representative of the PBA to his immediate superior officer, and if the grievance is not immediately adjusted, he may then present it orally either himself or with the representative of the PBA to the Commanding Officer of his Bureau or Department. A grievance must be presented within five (5) calendar days of the occurrence of the alleged grievance or it shall be presumed that no grievance existed.

4.3 STEP 2: If the grievance is not satisfactorily adjusted within three (3) calendar days following its presentation to the superior officer or if the grievant may also choose, to the Commanding Officer, it shall be presented in writing to the Deputy Chief by the Member and representative of the PBA, setting forth the paragraph of the collective agreement and the grievance thereon.

4.4 The Deputy Chief or his authorized representative must hear said grievance, within seven (7) calendar days after receiving the written grievance before the grievant and the PBA representative. The Deputy Chief or his authorized representative may have present at the meeting whomever he desires.

4.5 The Deputy Chief of Police, individually or through his authorized representative, must give a written answer to the written grievance within ten (10) calendar days after receipt of the written grievance.

4.6 Should the grievant and the PBA fail to receive a written answer thereof within ten (10) calendar days or should the written answer be unsatisfactory, the Member and/or the PBA may immediately proceed to Step 3.

4.7 STEP 3: The City Manager shall set up a meeting between himself or his authorized representative, the Deputy Chief of Police or his authorized representative and a representative of the PBA within ten (10) working days of receipt of the written grievance. Working days shall be defined for the purposes of this Article as the normal business days of the City Manager.

4.8 The City Manager shall give a written reply to the PBA within ten (10) working days from the date of the hearing.

4.9 ARBITRATION: Should the PBA not receive a written reply as set forth in Paragraph 4.8 or be in disagreement with the answer, it may submit the grievance to arbitration by filing with the Public Employment Relations Commission and filing a duplicate copy of said request with the Clerk of the City of Englewood. Said arbitration shall be conducted pursuant to the Rules and Regulations of PERC. The cost of the arbitration shall be equally borne by the parties thereto and the decision of the arbitrator shall be binding. The City of Englewood also has the right to submit any grievance concerning the Agreement to binding arbitration.

4.10 For the purposes set forth in this Article a grievance shall be defined as a dispute with respect to the interpretation, application, or violation of agreements between the City and the Association and policies and administrative decisions of the City directly affecting the Association, provided however, that nothing contained herein shall annul or modify any statute or statutes of this State or in any way restrict the management rights of the City as set forth in Article XVII, Section 17.5 of this Agreement.

ARTICLE V - SENIORITY AND PROMOTION

5.1 The effective date of seniority for all purposes shall be computed as of the date of hire.

5.2 Five (5) years after the appointment of a Member he shall become eligible for promotion to the rank of Sergeant.

5.3 For promotion to Lieutenant or Captain, a candidate shall have served in the previous rank for at least two (2) years.

5.4 Testing and evaluation for promotion shall consist of written and oral tests, record and seniority.

ARTICLE VI - HOURS OF EMPLOYMENT

6.1 The hours of employment of the Members of the Police Department shall not exceed eight (8) consecutive hours in any one day, nor forty (40) hours in any week. Provided that in case of an emergency, the officer or other official having charge or control of the Police Department shall have full authority to summon and keep on duty any or all such Members during the period of emergency, and provided further that overtime employment may be granted in accordance with the provisions of any City ordinance upon such terms and conditions as may be provided therein, and provided further that each Member of the Police Department shall be required to physically report for duty and attend a muster fifteen (15) minutes before his scheduled tour of duty for which time he shall be compensated by payment at the rate of one and one-quarter (1-1/4) hours each week for the calendar year on the basis of his normal pay, exclusive only of overtime.

6.2 (a) Each member shall receive with pay within each daily tour, one (1) fifteen (15) minute coffee break and, except for detectives, one (1) one (1) hour meal break at reasonable times to be approved by the desk officer, which approval shall not be unreasonably withheld.

(b) The detectives shall receive a daily one-half (1/2) hour lunch break and one (1) extra day off per month.

(c) A Member shall not be entitled to receive pay in lieu of said coffee or meal breaks whether such breaks are missed either voluntarily or because of the exigencies of his paid daily tour.

6.3 The Deputy Chief of Police has the right to assign men to various duties within the Police Department and to establish unbalanced shifts where the Deputy Chief determines appropriate. Upon the request of the Deputy Chief to the PBA, within ten (10) days, the PBA shall provide the necessary qualified volunteers to man the unbalanced shifts. It is understood the number of volunteers to additionally man the shifts will not constitute more than thirty (30%) percent of the patrol work force.

ARTICLE VII - SALARY

7.1 The base salaries for each Member shall be as set forth on Schedule A, annexed.

7.2 Immediately upon assignment to the detective bureau, a Member shall begin to receive, as part of his regular pay, an additional pay differential, as a Detective Second Grade, in the annual sum of Two Hundred Seventy Five (\$275.00) Dollars. Upon the expiration of six (6) months service as a Detective Second Grade, a Member shall immediately become a Detective First Grade and he shall receive as part of his regular pay an additional pay differential in the annual sum of Four Hundred Ninety Five (\$495.00) Dollars. Detective Sergeants, Detective Lieutenants and Detective Captains shall receive as part of their regular pay differentials of Five Hundred (\$500.00) Dollars per year. The above listed pay differentials will immediately cease when a Member is transferred out of a detective assignment.

7.3 If any Member is designated by the Deputy Chief to an acting rank higher than the rank he holds for at least a full tour of duty, he shall be paid at a rate of the rank in which he is acting for that tour of duty.

7.4 Pay period - In the event that all other organized employee groups are to be paid on a bi-weekly basis effective January 1, 1985 or thereafter, then, and in that event, the employees covered hereunder, shall also be paid pursuant to a bi-weekly system. It is further agreed that all the annual salary of an employee is to be paid within the calendar year in which it is earned. The first paycheck of each year shall be paid no later than January 14 of each year and shall include all pay due and owing from January 1 of that year.

ARTICLE VIII - LONGEVITY PAY

8.1 Each Member shall receive, in addition to his annual base salary for the calendar year, a longevity payment of one and one-half (1-1/2%) percent of his base salary for each completed four (4) years of service up to a maximum of nine (9%) percent. Longevity payments will first become due or will be appropriately increased on the first day of the month next following the month in which a Member's anniversary date of employment occurred.

ARTICLE IX - EDUCATION INCENTIVE

9.1 The City will pay additional compensation to each Member who earns or has earned credits toward a recognized undergraduate degree in Police Science, Criminal Justice, Public Safety or the equivalency thereof (which equivalency shall be determined by the City Manager). Payment shall be made each year on the basis of all credit hours accumulated and completed by September 15th, of the prior calendar year, in accordance with the schedule set forth below.

9.2 To qualify, each credit hour must have been completed in or accepted by a recognized institution of higher learning offering a program leading to a degree in Police Science, Criminal Justice, Public Safety or the equivalency thereof (which equivalency shall be determined by the City Manager). Degree, as used herein shall mean Associate Degree, Bachelors Degree or Masters Degree.

9.3 In order to qualify for said pay, a Member must present to the City proper certification from the institution attended establishing the number of credit hours completed, together with other relevant information reasonably demanded by the City.

9.4 It is understood that each Member who attends a recognized institution as aforesaid shall do so during his off duty time and at no expense to the City.

9.5 All Members of the Police Department (employed as of October 25, 1977) shall receive educational incentive pay as follows:

(a) Such Members shall continue to receive educational incentive pay which they were receiving as of October 25, 1977 and shall receive additional incentive pay, as set forth below for courses in which they are presently enrolled provided that such courses are completed by September 15, 1978:

- (1) The maximum number of credits for which a Member shall receive compensation toward an undergraduate degree shall not exceed one hundred thirty-two (132). The maximum number of additional credits for which a Member shall receive compensation toward a Masters Degree shall not exceed the minimum number of credits required by the recognized institution of higher learning which he is attending for a Masters Degree in Police Science, Criminal Justice, Public Safety or the equivalency thereof (which equivalency shall be determined by the City Manager).
- (2) Said additional compensation shall be paid with and as part of the Member's regular salary payments. This compensation will be considered an addition to base salary and will be treated as part of base salary for all benefit purposes other than longevity payments, as has been the practice.
- (3) Pursuant to this Agreement, the City will pay each Member each year the following sums for the following grades, per credit:

A -----	\$22.00
B -----	18.00
C -----	17.00
D -----	12.00
F (or incomplete) -----	0
Pass or satisfactory except Physical Ed. -----	18.00
Pass or satisfactory in Physical Ed. -----	17.00
Fail or unsatisfactory -----	0

(b) Additional educational incentive pay (beyond that described in (a) above), shall be accumulated at the rate of Fifteen (\$15.00) Dollars per credit, to a total maximum (including all credits earned prior to and subsequent to October 25, 1977) of one hundred twenty-five (125) credits.

9.6 (a) All employees (hired after October 25, 1977) shall only be entitled to educational incentive pay in accordance with the following schedule and only upon reaching the top step of a patrolman's pay grade:

AA	-----	\$ 500.00
BA	-----	750.00
MA	-----	1,000.00

(b) Effective January 1, 1987 the educational incentive payments for Members covered by this Section shall be as follows:

AA	-----	\$ 700.00
BA	-----	950.00
MA	-----	1,200.00

Payment for the said degrees shall not be cumulative and an individual shall be paid only for the one highest degree above.

ARTICLE X - OVERTIME

10.1 Overtime shall be paid each Member at the rate of time and one-half with payment to be made on the next following pay day, subject only to the reasonable time requirements of the Finance Office.

10.2 Overtime pay shall be computed in the same manner as overtime pay has been calculated in the past, that is, it shall be computed upon a Member's base salary, longevity increments and college credit pay.

10.3 Special duty overtime in normal situations, the Deputy Chief of Police or his appointed representative shall be responsible for establishing the time when a Member is to report for any special duty overtime assignment. In each case, when a Member's off time is interrupted for overtime, he shall be guaranteed one (1) minimum payment of three (3) hours overtime pay, limited to one (1) such payment in any one (1) day, including court appearances. Minimum payment provisions do not apply in the following instances:

Prior to the start of a Member's shift, he shall be paid overtime on a minute for minute basis; if overtime occurs within the hour immediately following the Member's shift, he shall receive overtime payment on a minute for minute basis. If overtime exceeds the hour immediately following the close of the Member's shift he shall receive the three (3) hour minimum payment as stated above. Upon his completion of the task for which he was summoned, the Member shall be discharged from duty for the day.

10.4 Special duty overtime shall be calculated from the time a Member reports into Headquarters and until he finally reports out of Headquarters, including travel time to and from his destination (as, for example, to the Bergen County Court House) and meal time taken by the Member.

10.5 In a non-emergency or emergency matter, a Member may work overtime upon the completion of his tour of duty only upon the approval of the Deputy Chief or the highest superior officer of his bureau who is then on duty.

10.6 Voluntary Overtime - All available voluntary overtime assignments shall be posted at the desk in Headquarters by the desk officer immediately upon his receipt of the same. Said assignments will be available only to patrolmen who wish to work then a first come, first serve basis with the condition that such patrolmen must sign for such assignment in person and may not do so by proxy. This does not apply to superior officers and they will be assigned on an as needed basis by the Deputy Chief.

10.7 No compensatory time off shall be given in lieu of overtime pay.

10.8 Overtime Notice - In those cases where it is known in advance that overtime will be necessary (e.g. Halloween patrol, visiting dignitaries, etc.) and where possible reasonable notice shall be given those Members required to work overtime.

10.9 Special Duty Overtime - As used herein includes, but is not limited to those situations where a Member is summoned by telephone or otherwise by the Deputy Chief of Police or his appointed representative or any Municipal or County Court for attendance at Headquarters or Court in connection with any police or criminal matter or case, or civil case to which the City is a party.

ARTICLE XI - CLOTHING ALLOWANCE

11.1 Each Employee shall be paid a uniform allowance in a single check in January of each year. The annual allowance for uniform maintenance and replacement shall be as follows:

1986	-	\$400.00
1987	-	\$500.00
1988	-	\$500.00
1989	-	\$500.00

ARTICLE XII - TRAVEL ALLOWANCE

12.1 A travel allowance of Fifteen (\$.15) Cents per mile shall be granted when a Member's use of his personal vehicle is authorized by the Deputy Chief in connection with his duty. If official City policy raises the per mile allowance for all other City Departments, the allowance will be raised in the Police Department to that rate. If mileage is not a reflective remuneration, in view of the use of the vehicle on a case by case basis, other reimbursement will be utilized.

ARTICLE XIII - HOLIDAYS

13.1 Each Member shall be entitled to thirteen (13) holidays with pay during each calendar year. Each holiday may, at the option of the Member, but subject to a holiday schedule, to be approved in advance by the Deputy Chief of Police, be taken as a day off with pay on a first come, first serve basis throughout the calendar year. The approval of the Deputy Chief of Police to the holiday schedule shall not be unreasonably withheld.

13.2 For each holiday that the Member shall work, he shall receive straight time.

13.3 In addition to the foregoing, each Member shall receive as an additional holiday, any "special holiday" which may be granted by the City to members of the Department of Public Works and the City Hall employees. "Special Holidays" as used herein, shall include, but not be limited to holidays granted by the City upon the death of the President or other figure of prominence, whether federal, state or local, or holidays granted for the inauguration of any public figure or the celebration of any joyous event. All such "special holidays" shall be treated for all purposes under this contract as regular holidays.

ARTICLE XIV - VACATION

14.1 Vacation shall be granted in accordance with the following schedule. Vacations shall be taken on a seniority basis at any time during the calendar year in one (1) period, two (2) equal periods or other method in which at least two (2) days are taken consecutively at the Member's option.

(A) Patrolman (under 15 yrs.) -----	20 work days
(A) Patrolman (over 15 yrs.) -----	22 work days
(B) Sergeant -----	25 work days
(C) Lieutenant -----	28 work days
(D) Captain -----	28 work days

14.2 The vacation schedule for all Members shall be subject to the approval of the Deputy Chief of Police, which approval shall not be unreasonably withheld.

14.3 If an Employee uses less than eight (8) days sick leave in a calendar year he shall receive an additional four (4) vacation days in the next calendar year which shall be taken upon prior approval by the Deputy Chief of Police which approval shall not be unreasonably withheld.

ARTICLE XV - PERSONAL LEAVE DAYS

15.1 In addition to the holidays heretofore provided by Article XIII hereof, each Member may have one (1) personal leave day each year, which shall be a day which he shall take off with pay on advance notice and subject to the approval of the Deputy Chief of Police, which shall not be unreasonably withheld. Personal leave days shall not accumulate nor shall an additional day's pay be paid to a Member who has not taken his personal leave day off. If a Member has not been able to arrange with the approval of the Deputy Chief of Police, for taking his personal leave day during the calendar year in which it has accrued, he may take the same within the first ninety (90) days of the following calendar year.

15.2 In addition to the foregoing, if a Member shall actually change his residence and shall officially change his permanent address and register such change with the office of the Deputy Chief of Police, the Member may take as a day off with pay the day upon which he actually moves his residence, subject to the advance notice and prior approval of the Deputy Chief of Police, which shall not be unreasonably withheld. In no event shall any Member be entitled to more than one (1) such moving day per year.

15.3 In addition to the foregoing, each Member may take three (3) additional personal leave days per year chargeable to his sick leave with the prior approval of the Deputy Chief of Police, which approval shall not be unreasonably withheld. Said personal leave days may not accumulate from year to year, so as to permit no Member to take more than three (3) such personal leave days annually.

15.4 Each Member having completed three (3) years of service shall be granted of right a leave of absence without pay, without qualification for purposes of running for or holding elective office. In other cases, leave of absence may be granted by the City Manager, upon approval of the Deputy Chief of Police, upon application by Member. If, upon receipt of said application, before making a determination, he will grant the Member an opportunity to be heard. If said application is denied, the City Manager will state his reasons therefor.

15.5 Upon the return of the Member to the Department, he will receive all benefits he would have received had he not taken the leave, except pay.

15.6 Each member shall be entitled to sick leave in accordance with the following:

Definitions:

- 15.7 (A) Sick Leave is defined to mean an absence from duty because of illness, accident, disease, injury or the contagious disease in the Member's household, which might endanger the health of the other Members of the Department. Charges to sick leave shall not include an absence from duty for that period of time during which Workers Compensation (temporary benefits, including the statutory waiting period) is received by the Member, in connection with work-related sick leave as is more particularly defined below.
- (B) Immediate Family shall mean a Member's wife, husband, child, mother, father, brother, sister, mother-in-law, father-in-law, legal guardian or person standing in loco parentis.
- (C) Member shall mean all members of the regular police force of the City, including probationary patrolmen.

15.8 Sick Leave Allowance - Each Member shall be granted sick leave with pay of not more than fifteen (15) working days each calendar year. Notwithstanding the foregoing, any Member who has used all his accumulated sick leave and who requires additional sick leave because of a major illness or injury not arising from his employment, shall be granted, subject to proper medical verification, on one occasion only, an extension of sick leave in accordance with the following schedule:

Fifteen (15) additional days after completion of the first year and through completion of the tenth year of service.

Thirty (30) additional days from the beginning of the eleventh year through the completion of the fifteenth year of service.

Forty-five (45) additional days after the completion of the fifteenth year of service.

In such cases, the amount of special sick leave so advanced shall be deducted from future accumulations of sick leave or other terminal leave benefits at the time of termination or retirement.

15.9 A Member shall be charged with sick leave for his absence on those days in which he was otherwise scheduled to have worked.

15.10 Where a Member has worked more than four (4) continuous hours and is required to leave work early because of illness, he will be credited with having worked the entire day for a maximum of three (3) such occurrences in any one (1) year. If the Member has worked less than four (4) continuous hours, the entire day shall be charged as a sick day. Sick leave shall be charged in amounts of one-half (1/2) day for an absence on a day of duty of less than four (4) hours.

15.11 Sick Leave Accumulation - If a Member requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his credit from year to year.

15.12 Sick leave shall continue to accumulate during such times as a Member is on authorized sick leave, work related sick leave, as above defined, military leave and vacation time.

15.13 Each Member shall be entitled to such accumulated sick leave of absence with pay if and when needed, subject to appropriate medical certification.

15.14 Notice of Illness - To qualify for payment while absent on sick leave, each Member who will be absent from duty on sick leave shall so notify the Deputy Chief or officer in charge of Headquarters or cause notice to be given him at least one (1) hour before the commencement of his scheduled tour of duty. Said notice shall state the nature of the cause of the absence from duty.

15.15 A Member who shall absent himself without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.

15.16 Death in the Immediate Family - A Member shall be granted three (3) working days off (even if not consecutive) from the date following the death of a member of his immediate family. Said time off shall not be chargeable to the Member against sick leave or otherwise. The immediate family shall include only father, mother, father-in-law, mother-in-law, grandparents, sister, brother, sister-in-law, brother-in-law, spouse, child, guardians or other persons serving in loco parentis to be substituted for mother or father.

15.17 Medical Certificate - When a Member does not report for duty for a period greater than three (3) consecutive days or in the event of excessive absence for illness, in one (1) calendar year, he may be required to submit a medical certificate to the effect that he was not physically able on the date or dates of said absence to perform the duties connected with his employment.

15.18 A Member who becomes ill or is injured during his vacation, may submit to the Chief a statement from a physician certifying the nature of the illness or injury. The Deputy Chief at his discretion, will decide how many days may be charged against sick leave and allow the Member to take an equivalent number of vacation days during the calendar year at a time which will not interfere with the vacation periods of other Members.

15.19 When it is reasonably presumed that a Member or a member of the immediate family is suffering from a contagious disease which might endanger the health of other Members of the Department, then a medical certificate may be required from the Member's physician and if determined necessary, from the Department of Health.

15.20 Whenever a Member shall be required to submit to examination by the City physician, such physician shall report in writing when the Member is fit for duty and his sick leave shall terminate.

15.21 A Member on sick leave, when physically able, may be required by the Deputy Chief of Police to report once a week or visit the City Physician if so ordered.

15.22 Failure of a Member to comply with any of the above requirements may result in forfeiture of his salary during the entire sick leave or other appropriate disciplinary action.

15.23 All Members shall meet minimum physical standards necessary for the performance of their jobs, and shall be required to follow the prescribed medical programs and recommendations of the City Physician with regard to medical and physical problems reasonably within their control. Another opinion may be presented by the Member's physician with regard to the prescribed medical program. If such a program is not implemented by the Member within a time framework to be established by the City Physician, the Deputy Chief of Police, after consultation with the Member, may order the Member to comply within thirty (30) days. It is understood that all medical matters fall within the existing insurance programs.

15.24 Where an Employee covered under this Agreement suffers a work-connected injury or disability, the City shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the City. The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Council, may reasonably require the said Employee to present such certificate from time to time. In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the City or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation establishing such further period of disability and such findings by the Division of Worker's Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

For the purposes of this Article, injury or illness incurred while the Employee is attending a City sanctioned training program, shall be considered in the line of duty. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as to an injury on duty, the parties agree to be bound by the decision of an appropriate Worker's Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or as a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

15.25 Any Member who is injured or disabled in the performance of his duties and who reaches the maximum extent of his recovery but remains unable to perform regular police duties shall be assigned to perform such police duties as he is, to the extent of his limitations, able to perform. If no such work is available in the Police Department which such Employee is able to perform, he shall be retired in accordance with the pension provisions applicable to such Employee.

15.26.1 Terminal sick leave will be paid a Member upon his termination of employment in accordance with the following schedule:

15.26.2 All employees, employed as of October 25, 1977, who retire on or before October 25, 1987, shall be entitled upon their retirement to the following compensation, at the Employee's daily rate at the time of his retirement:

(a) If a Member terminates employment on a disability pension, retirement pension, or by death at a time when the Member is qualified for such pension, or after the completion of fifteen (15) years of service when not qualified for a pension, in addition to said Member's statutory pension rights, he or his Estate shall be paid one (1) day's pay for each accumulated sick day and one (1) day's pay for each day of unused vacation accrued for that year. In addition, he shall receive any compensatory time which he may have accrued.

(b) If a Member terminates employment after the completion of two (2) years of service when not qualified for a pension and before the completion of fifteen (15) years of service, in addition to said Member's statutory pension rights, if any, he or his Estate shall be paid one-half (1/2) day's pay for each accumulated sick day and one (1) full day's pay for each day of unused vacation accrued for that year. In addition, he shall receive any compensatory time which he may have accrued.

15.26.3 All other Employees, employed as of October 25, 1977, shall be entitled upon their retirement to the same compensation set forth in paragraph 15.26.2 above except that no such Employee may be paid for more than 225 days as of retirement, regardless of any additional accumulation.

15.26.4 All Employees hired after October 25, 1977, shall be entitled upon their retirement to the same compensation set forth in paragraph 15.26.2 above except that they shall not be paid for more than 150 days regardless of excess accumulation.

15.26.5 If a Member's employment is terminated for disciplinary cause, he shall receive none of the benefits provided by paragraphs 15.26.2 through 15.26.4 above. This provision shall in no way affect said Member's statutory pension rights.

15.26.6 If a Member is entitled to terminal pay as provided above he may elect either to receive cash or to retire early, or he may elect a combination of cash and early retirement days. Where the Member's election includes an early retirement option, his election shall be subject to the approval of the Deputy Chief of Police, which shall not be unreasonably withheld. Where the Member elects to receive cash, he shall be paid a sum for said day equal to the sum he would have been paid in said day had he continued employment on the day of his retirement.

ARTICLE XVI - PERSONAL PROPERTY DAMAGE FUND

16.1 The City will deliver to the Association the sum of Five Hundred (\$500.00) Dollars per year, on the first day of each year, to be independently administered by the Association as a fund for the reimbursement of Members whose personal property (exclusive of uniforms) is damaged or stolen as a result of the Member's activities while within the scope of employment. No accounting shall be required by the City from the Association.

16.2 Bulletin Board - The City shall furnish in the First Floor Call Room of Police Headquarters a PBA bulletin board. This bulletin board shall be at least 3' x 4' in size, and shall have a transparent face side, and equipped with lock and key which shall be the property of the PBA.

16.3 Police Custodian - The City shall furnish custodial services for adequate maintaining and keeping clean police facilities, including Headquarters, cell blocks, locker rooms, pistol range bathrooms, officer's facilities and the like. Said custodial service shall be made available as required during weekends and other times when City Hall is closed to the general public.

16.4 Sanitary Dining Facilities - The City shall provide sanitary dining facilities for approximately five (5) Members during all shifts. All facilities and equipment of the Police Department shall be maintained in a safe and sanitary manner.

16.5 Police Parking Lot - The City agrees to make reasonable efforts to furnish Members with such parking space as may be reasonably available within a reasonable proximity of Headquarters.

16.6 Court Action Against Members - In all civil or criminal actions in which a Member is a defendant for conduct arising within the scope of his employment, the City shall, at its cost and expense, furnish him competent counsel to defend him through the trial and appeal in accordance with the law and in the event of a judgment against him, the City will indemnify him, except in cases of criminal or intentional wrong. The City shall have the sole choice of the attorney.

 In the event that a Member should choose to retain private counsel, he may do so at his expense except where it is inconsistent with or contrary to the City's interest or insurance coverage.

16.7 Payroll Deductions - As each pay check is delivered, the City shall deduct from the Member's pay all dues and assessments imposed by the Association, in accordance with the Rules and Regulations of PBA Local 216. All such deductions shall be remitted by the City to the proper officials of the Association once each month.

16.8 No Mechanical Maintenance - No Member shall be required to perform any mechanical maintenance or other service on any police or other vehicle, provided however, Members shall assist motorists who have inadvertently locked their keys in a motor vehicle in unlocking the vehicle using an unlocking device provided by the City.

16.9 Service Record - Each Member's service records, commendations and general personal file shall be available for inspection by said Member. Upon the addition of any report or other writing to such file, notice thereof will be immediately given the Member in order that he may reasonably inspect such writing. The Department will maintain only one (1) service record or personal file per Member. The file shall contain no anonymous communications, unless they are the basis of formal action.

16.10 All uncomplimentary communications from citizens concerning any Member shall be expunged after a three (3) year period of good conduct, unless they become the basis for formal action.

16.11 Pistol Team Captain - Time off with pay will be granted to the pistol team captain or his alternate in order that he may run all meets reasonably scheduled during his tour of duty.

16.12.1 Pistol Range - In the event that by virtue of any municipal action, the present police pistol range is rendered unusable, destroyed or for any reason no longer available for its present use, the City agrees to provide an equivalent range and permanent range house for the use of the Police Department as soon as is reasonably practicable.

16.12.2 The City further agrees to provide, if necessary, temporary adequate facilities pending permanent relocation in order to avoid any unreasonable interruption in the availability of range facilities.

16.13 Union Representation - Any Member may have the right to union representation when being questioned by the Deputy Chief of Police, or any other competent authority, in connection with any possible disciplinary or criminal matter.

16.14 No Discrimination - No Member shall be discriminated for or against, in matters of appointments, assignments, promotions, because of reasons of age, race, sex, creed, national origin, union affiliation or political interest except in cases where such factors are necessary for a legitimate police function, in undercover, or infiltration, assignments or areas where the knowledge of a foreign language, the background, or the sex of the individual are helpful in fulfilling a police function.

16.15 No Religious Services - No police officer shall be forced to participate in the religious services of his own or any other faith.

16.16 Suspensions - If a Member is suspended without pay for any reason and is later fully exonerated of the charges by a competent authority, he shall be reimbursed all pay he would have made had he remained working.

ARTICLE XVII - MISCELLANEOUS

17.1 Term of Contract - This Agreement shall take effect on January 1, 1985, except as otherwise specifically expressed herein and shall continue in full force and effect to and including December 31, 1989.

17.2 In the event that the City and the Association have not, by December 31, 1989 agreed upon the terms and conditions of employment of the Members of the Association for the contract period commencing January 1, 1990, then the terms and conditions of this contract of employment shall remain in full force and effect, without prejudice, until the negotiation, consummation and execution of said later contract.

17.3 Prior Practices and Conditions - All previous practices and conditions of employment which inure to the benefit of any Member and which are not herein enumerated or modified shall continue in full force and effect.

17.4 Revision of Rules Committee - The City shall forthwith appoint a committee to meet with the Deputy Chief of Police or his delegate and two (2) delegates chosen by the Association, for purposes of study and revision recommendations of the Rules and Regulations for the Government of the Police Department and Instructions to Police Officers as to their Duties, Power, and Restrictions, adopted pursuant to Ordinance No. 1669. The delegates appointed by the Association shall not meet during their tours of duty without the approval of the Deputy Chief of Police, which approval shall not be unreasonably withheld.

17.5 Management Rights - It is understood and agreed that any of the rights, powers, or authority the City had prior to the signing of this Agreement are retained by the City except those specifically abridged, granted or modified by this Agreement. Among these rights are the right to direct its Employees take disciplinary action, maintain efficiency of its operations, determine the methods, means and personnel by which its operations are to be conducted, take all necessary actions to carry out its organization and the technology of performing its work. The practical impact of the decisions of the above matters are subject to the grievance procedure herein set forth. Nothing in this Article shall alter or relieve the City of its obligations undertaken by this Agreement.

17.6 The parties agree that superior officers shall exercise their supervisory duties faithfully, irrespective of the fact that they are covered by this Agreement, and they shall be objective in their dealings with all personnel subordinate to them, irrespective of their membership in the PBA.

17.7 Subject to availability from a private insurance carrier, the City will provide Members of the Association with false arrest insurance in accordance with the coverage presently in force. The City will notify the Association of any termination or discontinuance in the coverage.

17.8 Police Officers shall receive the current 1420 level of benefits or its equivalent including equivalent coverage recognition. The City guarantees payment and equivalent coverages for any payments due within the coverage without payment by the Employee.

17.9 No current Employee shall be laid off or furloughed. If such occurs, the contract shall be reopened for the purposes of negotiating adjustments and shall go directly to Interest Arbitration. Arbitrator Martin Scheinman shall have continuing jurisdiction in this matter.

17.10 For the purposes of this contract the title of Director is synonymous with the title Deputy Chief.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

CITY MANAGER:

ATTEST:

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.
LOCAL NO. 216 OF THE CITY OF
ENGLEWOOD

SCHEDULE A

PBA SALARY SCHEDULE

	<u>1985</u>	<u>Jan 15</u> <u>1986</u>	<u>Feb 15</u> <u>1987</u>	<u>Feb 1</u> <u>1988</u>	<u>Apr 15</u> <u>1989</u>
Patrolman					
Step 1	\$16,360	\$17,704	\$19,281	\$20,800	\$23,371
2	21,968	23,772	25,890	27,930	31,382
3	24,477	26,488	28,848	31,121	34,968
4	28,000	30,300	33,000	35,600	40,000
Sergeant	\$29,833	\$32,283	\$35,159	\$38,029	\$42,729
	30,132	32,607	35,512	38,410	43,157
Lieutenant	\$31,614	\$34,211	\$37,259	\$40,294	\$45,279
	32,375	35,034	38,156	41,262	46,362
Captain	\$33,969	\$36,759	\$40,034	\$43,288	\$48,638
	34,721	37,573	40,921	44,245	49,714